

PLAN EXHIBIT 12-C

RESIDUAL ENVIRONMENTAL SETTLEMENT

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION**

In re:	)	
	)	Case No. 05-21207
ASARCO LLC, et al.	)	Chapter 11
	)	
<u>Debtors.</u>	)	

**SETTLEMENT AGREEMENT REGARDING RESIDUAL  
ENVIRONMENTAL CLAIMS FOR THE  
COEUR D'ALENE, IDAHO, OMAHA, NEBRASKA, AND  
TACOMA, WASHINGTON ENVIRONMENTAL SITES**

**WHEREAS**, the Coeur d'Alene site is an approximately 1,500 square-mile area located within the Coeur d'Alene River basin of northern Idaho, which is also known as the federally designated Bunker Hill Mining and Metallurgical Complex Superfund site, that includes contaminated soil, sediments, surface water, and groundwater, fish, and migratory birds allegedly impacted by hazardous substance releases from historical mining, milling and smelting operations, as further described in the proofs of claim, and includes any location at which hazardous substances from this site have come to be located (the "Coeur d'Alene Site");

**WHEREAS**, the Omaha Lead Site is currently a 20 to 30 square mile federal Superfund site consisting of contaminated surface soils present at residential properties, child-care facilities, and other residential-type properties in the City of Omaha, Nebraska, that have been lead-contaminated as a result of historic air emissions from smelting/refining and other lead industrial operations, as further described in the proofs of claim, and includes any location at which hazardous substances from the Omaha Lead Site have come to be located (the "Omaha Site");

**WHEREAS**, the Tacoma site in Washington is a large area-wide site encompassing much of the City of Tacoma, Vashon Island, Pierce County, south King County, and northern Thurston County, that includes contaminated surface soils present at residential properties, child-care facilities, parks, and schools, in the which the State of Washington contends has been contaminated as a result of historic air emissions from arsenic and lead sources from a smelter operated by Debtor in Ruston, Washington, as further described in the proofs of claim, and includes any location at which hazardous substances from this property have come to be located (the "Tacoma Site");

**WHEREAS**, the Coeur d'Alene Site, the Omaha Site, and the Tacoma Site (collectively the "Residual Sites") are sites which have been or will be the subject of environmental response and/or restoration activities;

**WHEREAS**, the United States on behalf of the Environmental Protection Agency ("EPA"), Department of Interior ("DOI"), and United States Department of Agriculture Forest Service ("USDA/FS" or "FS") has alleged that ASARCO LLC, formerly known as ASARCO Incorporated ("ASARCO" or the "Debtor"), is a potentially responsible party with respect to the Coeur d'Alene Site and the Omaha Site;

**WHEREAS**, the State of Nebraska has alleged that ASARCO is a potentially responsible party with respect to the Omaha Site;

**WHEREAS**, the State of Washington has alleged that ASARCO is a potentially responsible party with respect to the Tacoma Site;

**WHEREAS**, the United States has alleged that it has incurred past response costs, and will incur additional future response costs under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C.

§§ 9601 et seq., in connection with the Coeur d'Alene Site and the Omaha Site, and that there are natural resource damages with respect to the Coeur d'Alene Site, for which ASARCO allegedly is liable;

**WHEREAS**, the State of Washington has alleged that it has incurred past response costs, and will incur additional future response costs under CERCLA and the Model Toxics Control Act ("MCTA"), RCW 70.105D, the State's analog to CERCLA and that there are natural resource damages, with respect to the Tacoma Site, for which ASARCO allegedly is liable;

**WHEREAS**, the State of Nebraska has alleged that it has incurred past response costs, and will incur additional future response costs under CERCLA, in connection with the Omaha Site, for which ASARCO is allegedly liable;

**WHEREAS**, ASARCO filed with the United States Bankruptcy Court for the Southern District of Texas a voluntary petition for relief under Title 11 of the United States Bankruptcy Code on August 9, 2005 (the "Bankruptcy Case");

**WHEREAS**, the United States filed Proof of Claim Nos. 8375, 11010, 10745, and 10746 in the Bankruptcy Case setting forth, inter alia, claims and causes of action against ASARCO under Section 107 of CERCLA for various past and future response costs and natural resource damages as defined under CERCLA in connection with the Coeur d'Alene Site and the Omaha Site;

**WHEREAS**, the United States' asserted a protective claim in Proof of Claim No. 10746 with respect to ASARCO's obligations under applicable law to perform future work at, inter alia, the Coeur d'Alene Site;

**WHEREAS**, ASARCO owns certain portions of the Coeur d'Alene Site as more particularly described in Attachment A hereto ("Coeur d'Alene Owned Properties") and the United States' Proof of Claim No. 10746 protectively set forth claims or causes of action for future response costs and work pursuant to ASARCO's status as a present owner of these parts of the Coeur d'Alene Site;

**WHEREAS**, on July 9, 2008, Debtors filed a Motion for Order Approving Settlement Agreement Regarding the Coeur d'Alene Box Site ("Box Operable Units") which consists of Operable Units One and Two of the Bunker Hill Mining and Metallurgical Complex Superfund site of the Coeur d'Alene Site (Docket No. 8336);

**WHEREAS**, the State of Washington filed Proofs of Claim numbered 10716-10733 and 11098-11115 setting forth, inter alia, claims against ASARCO under MTCA and Section 107 of CERCLA for various past and future response costs and natural resource damages as defined under MTCA and CERCLA, in connection with the Tacoma Site;

**WHEREAS**, on November 27, 2007, the Bankruptcy Court entered its Order Approving Partial Compromise and Settlement Regarding the Tacoma Smelter Plume Site (Docket Nos. 6364, 6137), which provided Washington an allowed claim of \$7 million for past costs and an allowed claim of \$7 million for natural resource damages at the Tacoma Smelter Site (hereafter referred to as the "Separately Settled State Matters");

**WHEREAS**, the Separately Settled State Matters reserved and did not in any way impact the settlement of the State of Washington's claims for future costs for the Tacoma Site as outlined in this agreement;

**WHEREAS**, the State of Nebraska filed proofs of claim numbered 10500 and 10501 setting forth, inter alia, claims against ASARCO under Section 107 of CERCLA for various past and future response costs as defined under CERCLA in connection with the Omaha Site;

**WHEREAS**, on March 23, 2007, the Bankruptcy Court entered a Case Management Order for the estimation of certain of ASARCO's environmental liabilities;

**WHEREAS**, on August 6-9, 15, 2007, the Court held a hearing to estimate the United States' and Nebraska's Proofs of Claim for the Omaha Site;

**WHEREAS**, on September 24-27, 2007, the Court held a hearing to estimate the State of Washington's Proof of Claim for future costs for the Tacoma Site;

**WHEREAS**, on October 9-12, 2007, the Court held a hearing to estimate the United States' Proofs of Claim for the Coeur d'Alene Site other than for the Box Operable Units;

**WHEREAS**, the United States' and Nebraska's Proofs of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated ASARCO's liability for the Omaha Site to be over \$406 million to the United States on behalf of EPA and over \$2.3 million to the State of Nebraska. (See United States' and State of Nebraska's Post-Hearing Submissions Regarding the Omaha Lead Superfund Site (Docket No. 5808) and United States' and State of Nebraska's Proposed Order Estimating Claims for the Omaha Lead Superfund Site (Docket No. 5951));

**WHEREAS**, the United States' Proof of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated past costs plus certain interest for the Coeur d'Alene Site (other than for the Box Operable Units) to

be over \$180 million. (See Post-Hearing Brief of the United States of America With Respect to the Coeur d'Alene Basin Site in Idaho at 1 (Docket No. 6219));

**WHEREAS**, the United States' Proof of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated the cost of the performance of future work for the Coeur d'Alene Site (other than for the Box Operable Units) to be over \$2 billion. (See Post-Hearing Brief of the United States of America With Respect to the Coeur d'Alene Basin Site in Idaho at 1 (Docket No. 6219));

**WHEREAS**, the United States' Proof of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated natural resource damages including assessment costs for the Coeur d'Alene Site collectively to be over \$330 million;

**WHEREAS**, the State of Washington's Proof of Claim, as updated by the State's expert reports and proffers in connection with the estimation hearing, asserted a claim of \$112.66 million for future costs for the Tacoma Site. (See State of Washington's Pre-Trial Brief for the Tacoma Smelter Plume at 13 (Docket No. 5873));

**WHEREAS**, the Bankruptcy Court has not provided any estimation ruling with respect to the Coeur d'Alene, Omaha, and Tacoma Sites;

**WHEREAS**, Debtors have proposed a Plan of Reorganization ("Plan") that incorporates a resolution of the Proofs of Claim (as updated) of: (A) the United States for (i) the Coeur d'Alene Site (other than with respect to EPA's claims and causes of action for the Box Operable Units which are being resolved separately and are hereafter referred to as the "Separately Settled Federal Matters") and (ii) the Omaha Site; (B) the Proof of Claim (as updated) of Washington for future costs at the Tacoma Site (other than with

respect to the Separately Settled State Matters); and (C) the Proof of Claim of Nebraska for the Omaha Site;

**WHEREAS** the claims and causes of action being resolved herein are referred to herein as the "Residual Environmental Claims";

**WHEREAS**, the Plan identifies the Residual Environmental Claims as Class 9 and provides that in the interest of trying to foster a consensual Plan, the holders of Residual Environmental Claims have agreed, for purposes of the Plan only, to the treatment provided for in this Settlement Agreement which is incorporated into the Plan;

**WHEREAS**, the Plan provides that the Coeur d'Alene Owned Properties will be placed into an environmental custodial trust, the Successor Coeur d'Alene Custodial and Work Trust;

**WHEREAS**, the Plan provides that the Successor Coeur d'Alene Custodial and Work Trust will, as successor in interest to ASARCO for this limited purpose, perform work approved by EPA for the Coeur d'Alene Site in satisfaction and fulfillment of all liability of ASARCO to perform work pursuant to CERCLA;

**WHEREAS**, the Debtors, the United States, and the States of Washington and Nebraska wish to enter into the settlement agreement contemplated by the Plan for Class 9 Claims;

**WHEREAS**, this Settlement Agreement is expressly premised upon confirmation of the Plan and shall have no effect in the event that such a plan is not confirmed;

**WHEREAS**, subject to confirmation of the Plan, the parties hereto desire to settle, compromise and resolve their disputes without the necessity of a ruling by the Court estimating the Class 9 Claims;



**WHEREAS**, subject to confirmation of the Plan, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims and causes of action by the United States against ASARCO with respect to all past costs and potential future costs incurred by the United States, natural resource damages, and the performance of any work relating to or in connection with the Coeur d'Alene Site and the Omaha Site other than the Separately Settled Federal Matters;

**WHEREAS**, subject to confirmation of the Plan, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims by the State of Washington against ASARCO with respect to all potential future costs and the performance of any work relating to or in connection with the Tacoma Site other than the Separately Settled State Matters;

**WHEREAS**, subject to confirmation of the Plan, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims by the State of Nebraska against ASARCO with respect to all past costs and potential future costs and the performance of any work relating to or in connection with the Omaha Site;

**WHEREAS**, in consideration of, and in exchange for, the promises and covenants herein, and subject to confirmation of the Plan, the parties hereby agree to the terms and provisions of this Settlement Agreement ("Settlement Agreement"); and

**WHEREAS**, this Settlement Agreement is in the public interest, is fair and reasonable, and is an appropriate means of resolving this matter.

**NOW, THEREFORE**, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties by their

attorneys and authorized officials, and subject to confirmation of the Plan, it is hereby agreed as follows:

**I. DEFINITIONS**

1. Terms not otherwise defined shall, as applicable, have the meanings provided for in CERCLA or otherwise applicable environmental law or the Plan.

**II. JURISDICTION**

2. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

**III. PARTIES BOUND; SUCCESSION AND ASSIGNMENT**

3. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the parties hereto, their legal successors and assigns, and any trustee, examiner or receiver appointed in the Bankruptcy Case.

**IV. TERMS OF SETTLEMENT**

4. In settlement and satisfaction of all claims and causes of action of the United States with respect to any and all costs of response incurred, or to be incurred, work to be performed and natural resource damages in connection with the Coeur d'Alene Site (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim (as updated) and other pleadings filed by the United States or evidence or matters presented to the Bankruptcy Court relating to the Coeur d'Alene Site but not including the Separately Settled Federal Matters):

- a. The United States on behalf of EPA shall have an allowed general unsecured claim of \$41.464 million for past costs and future oversight costs for the Site. Distributions received by the United States on behalf of

EPA under this subparagraph 4(a) shall be deposited in a Site specific special account with respect to the Coeur d'Alene Site within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substances Superfund;

- b. The Successor Coeur d'Alene Custodial and Work Trust described in Paragraphs 12-26 below shall be paid \$373.179 million within ten days of the Effective Date of the Plan. The Successor Coeur d'Alene Custodial and Work Trust shall create two subaccounts as follows: (i) one general work account funded initially with \$344.25 million which shall be used to perform work at the Site selected by EPA and (ii) a specialized work account funded initially with \$28.929 million which shall be used to perform work selected by EPA as part of its comprehensive remedy at the Coeur d'Alene Site and prioritized by DOI and USDA/FS as co-Natural Resource Trustees;
- c. The United States on behalf of DOI and USDA/FS, as co-Natural Resources Trustees, shall have an allowed general unsecured claim of \$67.5 million to be deposited into the DOI Natural Resource Damages Account 14X5198; and
- d. The United States shall also receive the Supplemental Distribution for the Coeur d'Alene Site to the extent provided in the Plan, which shall be prorated in the proportion of the amounts set forth in subparagraphs 4(a) through 4(c) above.

- e. The Plan Administrator shall make the payments to United States and the Successor Coeur d'Alene Custodial and Work Trust for the Coeur d'Alene Site required by the Plan with Available Plan Funds, and the Litigation Trustee will pay Litigation Proceeds corresponding to the United States and the Successor Coeur d'Alene Custodial and Work Trust for the Coeur d'Alene Site as required by the Plan; and
- f. The United States reserves the right to provide notice of a cap on its recoveries under subparagraph 4(e).

5. In settlement and satisfaction of all claims and causes of action of the United States with respect to any and all costs of response incurred, or to be incurred, in connection with the Omaha Site (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim (as updated) and other pleadings filed by the United States or evidence or matters presented to the Bankruptcy Court relating to the Site),

- a. The United States on behalf of EPA shall have an allowed general unsecured claim of \$187.5 million for the Site;
- b. The United States on behalf of EPA shall also receive the Supplemental Distribution for the Omaha Site to the extent provided in the Plan;
- c. The Plan Administrator shall make the payments to the United States on behalf of the EPA for the Omaha Site required by the Plan with Available Plan Funds, and the Litigation Trustee will pay Litigation Proceeds corresponding to the Omaha Site to EPA and the Successor Coeur d'Alene Custodial and Work Trust as required by the Plan;

- d. The United States reserves the right to provide notice of a cap on its recoveries under subparagraph 5(c); and
- e. Distributions received by the United States on behalf of EPA under this Paragraph 5 shall be deposited in a Site specific special account with respect to the Omaha Site within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site. If any proceeds remain in the Site specific special account after all work at the Omaha Lead site is complete the money will be transferred to the Hazardous Substance Superfund, after payment is made to the State of Nebraska pursuant to Paragraph 6 of this Settlement Agreement.

6. In settlement and satisfaction of all claims and causes of action of the State of Nebraska with respect to any and all costs of response incurred, or to be incurred, in connection with the Omaha Site (including but not limited to the liabilities and other obligations asserted in the Nebraska's Proof of Claim (as updated) and other pleadings filed by Nebraska or evidence or matters presented to the Bankruptcy Court relating to the Site), the State of Nebraska shall not have an allowed general unsecured claim or receive any distribution from Debtors but in the event that any proceeds from Debtors remain in EPA's Site specific account when the cleanup is complete, EPA shall pay to Nebraska 3.5% of such remaining proceeds.

7. In settlement and satisfaction of all claims and causes of action of the State of Washington with respect to any and all costs of response incurred, or to be incurred, work to be performed and natural resource damages in connection with the Tacoma Site

(including but not limited to the liabilities and other obligations asserted in the State's Proof of Claim (as updated) and other pleadings filed by the State or evidence or matters presented to the Bankruptcy Court relating to the Site but not including the Separately Settled State Matters):

- a. The State of Washington shall have a general unsecured allowed claim of \$80.357 million;
- b. The State of Washington shall also receive Supplemental Distribution for the Tacoma Site to the extent provided in the Plan.
- c. The Plan Administrator shall make the payments to the State of Washington for the Tacoma Site required by the Plan with Available Plan Funds, and the Litigation Trustee will pay Litigation Proceeds

corresponding to the State of Washington's claims for the Tacoma Site to

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**IN THE UNITED STATES BANKRUPTCY COURT  
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**SETTLEMENT AGREEMENT REGARDING RESIDUAL  
ENVIRONMENTAL CLAIMS FOR THE  
COEUR D'ALENE, IDAHO, OMAHA, NEBRASKA, AND  
TACOMA, WASHINGTON ENVIRONMENTAL SITES**

**WHEREAS**, the Coeur d'Alene site is an approximately 1,500 square-mile area located within the Coeur d'Alene River basin of northern Idaho, which is also known as the federally designated Bunker Hill Mining and Metallurgical Complex Superfund site, that includes contaminated soil, sediments, surface water, and groundwater, fish, and migratory birds allegedly impacted by hazardous substance releases from historical mining, milling and smelting operations, as further described in the proofs of claim, and includes any location at which hazardous substances from this site have come to be located (the "Coeur d'Alene Site");

**WHEREAS**, the Omaha Lead Site is currently a 20 to 30 square mile federal Superfund site consisting of contaminated surface soils present at residential properties, child-care facilities, and other residential-type properties in the City of Omaha, Nebraska, that have been lead-contaminated as a result of historic air emissions from smelting/refining and other lead industrial operations, as further described in the proofs of claim, and includes any location at which hazardous substances from the Omaha Lead Site have come to be located (the "Omaha Site");



**WHEREAS**, the Tacoma site in Washington is a large area-wide site encompassing much of the City of Tacoma, Vashon Island, Pierce County, south King County, and northern Thurston County, that includes contaminated surface soils present at residential properties, child-care facilities, parks, and schools, in the which the State of Washington contends has been contaminated as a result of historic air emissions from arsenic and lead sources from a smelter operated by Debtor in Ruston, Washington , as further described in the proofs of claim, and includes any location at which hazardous substances from this property have come to be located (the "Tacoma Site");

**WHEREAS**, the Coeur d'Alene Site, the Omaha Site, and the Tacoma Site (collectively the "Residual Sites") are sites which have been or will be the subject of environmental response and/or restoration activities;

**WHEREAS**, the United States on behalf of the Environmental Protection Agency ("EPA"), Department of Interior ("DOI"), and United States Department of Agriculture Forest Service ("USDA/FS" or "FS") has alleged that ASARCO LLC, formerly known as ASARCO Incorporated ("ASARCO" or the "Debtor"), is a potentially responsible party with respect to the Coeur d'Alene Site and the Omaha Site;

**WHEREAS**, the State of Nebraska has alleged that ASARCO is a potentially responsible party with respect to the Omaha Site;

**WHEREAS**, the State of Washington has alleged that ASARCO is a potentially responsible party with respect to the Tacoma Site;

**WHEREAS**, the United States has alleged that it has incurred past response costs, and will incur additional future response costs under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C.

§§ 9601 et seq., in connection with the Coeur d'Alene Site and the Omaha Site, and that there are natural resource damages with respect to the Coeur d'Alene Site, for which ASARCO allegedly is liable;

WHEREAS, the State of Washington has alleged that it has incurred past response costs, and will incur additional future response costs under CERCLA and the Model Toxics Control Act ("MCTA"), RCW 70.105D, the State's analog to CERCLA and that there are natural resource damages with respect to the Tacoma Site, for which ASARCO allegedly is liable;

WHEREAS, the State of Nebraska has alleged that it has incurred past response costs, and will incur additional future response costs under CERCLA, in connection with the Omaha Site, for which ASARCO is allegedly liable;

WHEREAS, ASARCO filed with the United States Bankruptcy Court for the Southern District of Texas a voluntary petition for relief under Title 11 of the United States Bankruptcy Code on August 9, 2005 (the "Bankruptcy Case");

WHEREAS, the United States filed Proof of Claim Nos. 8375, 11010, 10745, and 10746 in the Bankruptcy Case setting forth, inter alia, claims and causes of action against ASARCO under Section 107 of CERCLA for various past and future response costs and natural resource damages as defined under CERCLA in connection with the Coeur d'Alene Site and the Omaha Site;

WHEREAS, the United States' asserted a protective claim in Proof of Claim No. 10746 with respect to ASARCO's obligations under applicable law to perform future work at, inter alia, the Coeur d'Alene Site;

**WHEREAS**, ASARCO owns certain portions of the Coeur d'Alene Site as more particularly described in Attachment A hereto ("Coeur d'Alene Owned Properties") and the United States' Proof of Claim No. 10746 protectively set forth claims or causes of action for future response costs and work pursuant to ASARCO's status as a present owner of these parts of the Coeur d'Alene Site;

**WHEREAS**, on July 9, 2008, Debtors filed a Motion for Order Approving Settlement Agreement Regarding the Coeur d'Alene Box Site ("Box Operable Units") which consists of Operable Units One and Two of the Bunker Hill Mining and Metallurgical Complex Superfund site of the Coeur d'Alene Site (Docket No. 8336);

**WHEREAS**, the State of Washington filed Proofs of Claim numbered 10716-10733 and 11098-11115 setting forth, inter alia, claims against ASARCO under MTCA and Section 107 of CERCLA for various past and future response costs and natural resource damages as defined under MTCA and CERCLA, in connection with the Tacoma Site;

**WHEREAS**, on November 27, 2007, the Bankruptcy Court entered its Order Approving Partial Compromise and Settlement Regarding the Tacoma Smelter Plume Site (Docket Nos. 6364, 6137), which provided Washington an allowed claim of \$7 million for past costs and an allowed claim of \$7 million for natural resource damages at the Tacoma Smelter Site (hereafter referred to as the "Separately Settled State Matters");

**WHEREAS**, the Separately Settled State Matters reserved and did not in any way impact the settlement of the State of Washington's claims for future costs for the Tacoma Site as outlined in this agreement;

**WHEREAS**, the State of Nebraska filed proofs of claim numbered 10500 and 10501 setting forth, inter alia, claims against ASARCO under Section 107 of CERCLA for various past and future response costs as defined under CERCLA in connection with the Omaha Site;

**WHEREAS**, on March 23, 2007, the Bankruptcy Court entered a Case Management Order for the estimation of certain of ASARCO's environmental liabilities;

**WHEREAS**, on August 6-9, 15, 2007, the Court held a hearing to estimate the United States' and Nebraska's Proofs of Claim for the Omaha Site;

**WHEREAS**, on September 24-27, 2007, the Court held a hearing to estimate the State of Washington's Proof of Claim for future costs for the Tacoma Site;

**WHEREAS**, on October 9-12, 2007, the Court held a hearing to estimate the United States' Proofs of Claim for the Coeur d'Alene Site other than for the Box Operable Units;

**WHEREAS**, the United States' and Nebraska's Proofs of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated ASARCO's liability for the Omaha Site to be over \$406 million to the United States on behalf of EPA and over \$2.3 million to the State of Nebraska. (See United States' and State of Nebraska's Post-Hearing Submissions Regarding the Omaha Lead Superfund Site (Docket No. 5808) and United States' and State of Nebraska's Proposed Order Estimating Claims for the Omaha Lead Superfund Site (Docket No. 5951));

**WHEREAS**, the United States' Proof of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated past costs plus certain interest for the Coeur d'Alene Site (other than for the Box Operable Units) to

be over \$180 million. (See Post-Hearing Brief of the United States of America With Respect to the Coeur d'Alene Basin Site in Idaho at 1 (Docket No. 6219));

**WHEREAS**, the United States' Proof of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated the cost of the performance of future work for the Coeur d'Alene Site (other than for the Box Operable Units) to be over \$2 billion. (See Post-Hearing Brief of the United States of America With Respect to the Coeur d'Alene Basin Site in Idaho at 1 (Docket No. 6219));

**WHEREAS**, the United States' Proof of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated natural resource damages including assessment costs for the Coeur d'Alene Site collectively to be over \$330 million;

**WHEREAS**, the State of Washington's Proof of Claim, as updated by the State's expert reports and proffers in connection with the estimation hearing, asserted a claim of \$112.66 million for future costs for the Tacoma Site. (See State of Washington's Pre-Trial Brief for the Tacoma Smelter Plume at 13 (Docket No. 5873));

**WHEREAS**, the Bankruptcy Court has not provided any estimation ruling with respect to the Coeur d'Alene, Omaha, and Tacoma Sites;

**WHEREAS**, Debtors have proposed a Plan of Reorganization ("Plan") that incorporates a resolution of the Proofs of Claim (as updated) of: (A) the United States for (i) the Coeur d'Alene Site (other than with respect to EPA's claims and causes of action for the Box Operable Units which are being resolved separately and are hereafter referred to as the "Separately Settled Federal Matters") and (ii) the Omaha Site; (B) the Proof of Claim (as updated) of Washington for future costs at the Tacoma Site (other than with

respect to the Separately Settled State Matters); and (C) the Proof of Claim of Nebraska for the Omaha Site;

**WHEREAS** the claims and causes of action being resolved herein are referred to herein as the "Residual Environmental Claims";

**WHEREAS**, the Plan identifies the Residual Environmental Claims as Class 9 and provides that in the interest of trying to foster a consensual Plan, the holders of Residual Environmental Claims have agreed, for purposes of the Plan only, to the treatment provided for in this Settlement Agreement which is incorporated into the Plan;

**WHEREAS**, the Plan provides that the Coeur d'Alene Owned Properties will be placed into an environmental custodial trust, the Successor Coeur d'Alene Custodial and Work Trust;

**WHEREAS**, the Plan provides that the Successor Coeur d'Alene Custodial and Work Trust will, as successor in interest to ASARCO for this limited purpose, perform work approved by EPA for the Coeur d'Alene Site in satisfaction and fulfillment of all liability of ASARCO to perform work pursuant to CERCLA;

**WHEREAS**, the Debtors, the United States, and the States of Washington and Nebraska wish to enter into the settlement agreement contemplated by the Plan for Class 9 Claims;

**WHEREAS**, this Settlement Agreement is expressly premised upon confirmation of the Plan and shall have no effect in the event that such a plan is not confirmed;

**WHEREAS**, subject to confirmation of the Plan, the parties hereto desire to settle, compromise and resolve their disputes without the necessity of a ruling by the Court estimating the Class 9 Claims;

**WHEREAS**, subject to confirmation of the Plan, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims and causes of action by the United States against ASARCO with respect to all past costs and potential future costs incurred by the United States, natural resource damages, and the performance of any work relating to or in connection with the Coeur d'Alene Site and the Omaha Site other than the Separately Settled Federal Matters;

**WHEREAS**, subject to confirmation of the Plan, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims by the State of Washington against ASARCO with respect to all potential future costs and the performance of any work relating to or in connection with the Tacoma Site other than the Separately Settled State Matters;

**WHEREAS**, subject to confirmation of the Plan, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims by the State of Nebraska against ASARCO with respect to all past costs and potential future costs and the performance of any work relating to or in connection with the Omaha Site;

**WHEREAS**, in consideration of, and in exchange for, the promises and covenants herein, and subject to confirmation of the Plan, the parties hereby agree to the terms and provisions of this Settlement Agreement ("Settlement Agreement"); and

**WHEREAS**, this Settlement Agreement is in the public interest, is fair and reasonable, and is an appropriate means of resolving this matter.

**NOW, THEREFORE**, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties by their

attorneys and authorized officials, and subject to confirmation of the Plan, it is hereby agreed as follows:

#### **I. DEFINITIONS**

1. Terms not otherwise defined shall, as applicable, have the meanings provided for in CERCLA or otherwise applicable environmental law or the Plan.

#### **II. JURISDICTION**

2. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

#### **III. PARTIES BOUND; SUCCESSION AND ASSIGNMENT**

3. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the parties hereto, their legal successors and assigns, and any trustee, examiner or receiver appointed in the Bankruptcy Case.

#### **IV. TERMS OF SETTLEMENT**

4. In settlement and satisfaction of all claims and causes of action of the United States with respect to any and all costs of response incurred, or to be incurred, work to be performed and natural resource damages in connection with the Coeur d'Alene Site (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim (as updated) and other pleadings filed by the United States or evidence or matters presented to the Bankruptcy Court relating to the Coeur d'Alene Site but not including the Separately Settled Federal Matters):

- a. The United States on behalf of EPA shall have an allowed general unsecured claim of \$41.464 million for past costs and future oversight costs for the Site. Distributions received by the United States on behalf of



EPA under this subparagraph 4(a) shall be deposited in a Site specific special account with respect to the Coeur d'Alene Site within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substances Superfund;

- b. The Successor Coeur d'Alene Custodial and Work Trust described in Paragraphs 12-26 below shall be paid \$373.179 million within ten days of the Effective Date of the Plan. The Successor Coeur d'Alene Custodial and Work Trust shall create two subaccounts as follows: (i) one general work account funded initially with \$344.25 million which shall be used to perform work at the Site selected by EPA and (ii) a specialized work account funded initially with \$28.929 million which shall be used to perform work selected by EPA as part of its comprehensive remedy at the Coeur d'Alene Site and prioritized by DOI and USDA/FS as co-Natural Resource Trustees;
- c. The United States on behalf of DOI and USDA/FS, as co-Natural Resources Trustees, shall have an allowed general unsecured claim of \$67.5 million to be deposited into the DOI Natural Resource Damages Account 14X5198; and
- d. The United States shall also receive the Supplemental Distribution for the Coeur d'Alene Site to the extent provided in the Plan, which shall be prorated in the proportion of the amounts set forth in subparagraphs 4(a) through 4(c) above.

- e. The Plan Administrator shall make the payments to United States and the Successor Coeur d'Alene Custodial and Work Trust for the Coeur d'Alene Site required by the Plan with Available Plan Funds, and the Litigation Trustee will pay Litigation Proceeds corresponding to the United States and the Successor Coeur d'Alene Custodial and Work Trust for the Coeur d'Alene Site as required by the Plan; and
- f. The United States reserves the right to provide notice of a cap on its recoveries under subparagraph 4(e).

5. In settlement and satisfaction of all claims and causes of action of the United States with respect to any and all costs of response incurred, or to be incurred, in connection with the Omaha Site (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim (as updated) and other pleadings filed by the United States or evidence or matters presented to the Bankruptcy Court relating to the Site),

- a. The United States on behalf of EPA shall have an allowed general unsecured claim of \$187.5 million for the Site;
- b. The United States on behalf of EPA shall also receive the Supplemental Distribution for the Omaha Site to the extent provided in the Plan;
- c. The Plan Administrator shall make the payments to the United States on behalf of the EPA for the Omaha Site required by the Plan with Available Plan Funds, and the Litigation Trustee will pay Litigation Proceeds corresponding to the Omaha Site to EPA and the Successor Coeur d'Alene Custodial and Work Trust as required by the Plan;

- d. The United States reserves the right to provide notice of a cap on its recoveries under subparagraph 5(c); and
- e. Distributions received by the United States on behalf of EPA under this Paragraph 5 shall be deposited in a Site specific special account with respect to the Omaha Site within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site. If any proceeds remain in the Site specific special account after all work at the Omaha Lead site is complete the money will be transferred to the Hazardous Substance Superfund, after payment is made to the State of Nebraska pursuant to Paragraph 6 of this Settlement Agreement.

6. In settlement and satisfaction of all claims and causes of action of the State of Nebraska with respect to any and all costs of response incurred, or to be incurred, in connection with the Omaha Site (including but not limited to the liabilities and other obligations asserted in the Nebraska's Proof of Claim (as updated) and other pleadings filed by Nebraska or evidence or matters presented to the Bankruptcy Court relating to the Site), the State of Nebraska shall not have an allowed general unsecured claim or receive any distribution from Debtors but in the event that any proceeds from Debtors remain in EPA's Site specific account when the cleanup is complete, EPA shall pay to Nebraska 3.5% of such remaining proceeds.

7. In settlement and satisfaction of all claims and causes of action of the State of Washington with respect to any and all costs of response incurred, or to be incurred, work to be performed and natural resource damages in connection with the Tacoma Site

(including but not limited to the liabilities and other obligations asserted in the State's Proof of Claim (as updated) and other pleadings filed by the State or evidence or matters presented to the Bankruptcy Court relating to the Site but not including the Separately Settled State Matters):

- a. The State of Washington shall have a general unsecured allowed claim of \$80.357 million;
- b. The State of Washington shall also receive Supplemental Distribution for the Tacoma Site to the extent provided in the Plan.
- c. The Plan Administrator shall make the payments to the State of Washington for the Tacoma Site required by the Plan with Available Plan Funds, and the Litigation Trustee will pay Litigation Proceeds corresponding to the State of Washington's claims for the Tacoma Site to the State of Washington; and
- d. The State of Washington reserves the right to provide notice of a cap on its recoveries under subparagraph 7(c).
- e. The Disclosure Statement filed by Debtors accompanying the Plan states that

million would not be paid under the Plan, they reserve the right to oppose confirmation of the Plan.

9. All allowed claims and payments required under this Settlement Agreement shall not be subordinated to other general unsecured claims pursuant to any provisions of the Bankruptcy Code or other applicable law that may be contended to authorize or provide for subordination of allowed claims, including without limitation Sections 105 and 510 of the Bankruptcy Code.

10. Although the claims granted to the United States in subparagraphs 4(a), 4(c), and 5, above, are described as general unsecured claims, this description is without prejudice to the United States' alleged secured right of set-off against ASARCO's claim for tax refunds and nothing in this Settlement Agreement shall modify or waive such alleged secured claim of set-off.

11. With respect to the allowed unsecured claims set forth in subparagraphs 4(a), 4(c), and 5, and 7, above, for the United States on behalf of EPA, DOI, and FS, and for the State of Washington, only the amount of cash received respectively by each such agency or each such State for such allowed claims (and net cash received by each such agency or each such State on account of any non-cash distributions) in the Bankruptcy Case, and not the total amount of the allowed claims, shall be credited by each such agency or each such State to its account for a particular site, which credit shall reduce the liability to such agency or such State of non-settling potentially responsible parties (or responsible parties that have only partially settled their liability) for the particular site by the amount of the credit.

**V. THE SUCCESSOR COEUR D'ALENE CUSTODIAL AND  
WORK TRUST**

12. On the Effective Date, a Successor Custodial and Work Trust ("Trust") shall be established and shall own and take title to the Coeur d'Alene Owned Sites. The purposes of the Trust will be to: (i) act as a successor to ASARCO solely for the purpose of performing, managing, and funding implementation of response actions, investigations, and remedial actions (and operation and maintenance thereof) selected by EPA for the portions of the Coeur d'Alene Site that are not owned by ASARCO and the portions that are owned by ASARCO, (ii) own the Coeur d'Alene Owned Sites, (iii) carry out administrative functions related to the performance of work by the Trust at both the not owned and owned portions of the Coeur d'Alene Site and other administrative functions with respect to the Coeur d'Alene Owned Sites as set forth herein, and (iv) ultimately to sell or transfer all or part of the Coeur d'Alene Owned Sites, if possible. Assets of the Trust shall be held in trust solely for all of the above purposes. EPA shall be the sole beneficiary of the Trust. The Trust shall be funded as specified in subparagraph 4(b) above and the Trustee shall establish and fund the general work account and specialized work account as provided in subparagraph 4(b). On the Effective Date, the Coeur d'Alene Owned Sites shall be conveyed by the Debtor to the Trust and the Debtor shall retain no ownership or other interest whatsoever in the Coeur d'Alene Owned Sites.

13. Dan Silver (the "Trustee"), not individually but solely in the representative capacity of trustee, is appointed as the Trustee to administer the Trust in accordance with a Trust Agreement substantially in the form attached hereto as Attachment B.

14. The Trustee will seek to have the Trust treated as a "qualified settlement fund" as that term is defined in Treasury Regulation section 1.468B-1. The Trustee will not elect to have the Trust treated as a grantor trust. The Trust will be treated as a separate taxable entity. The Trustee shall cause any taxes imposed on earnings of the Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Trust under applicable tax laws.

15. The Trustee shall use all Trust funding (including any interest earned thereon) to implement response actions, investigations, and remedial actions (and operation and maintenance thereof) selected and approved by EPA for the Coeur d'Alene Site and any administrative costs of the Trust. By January 1 of each year following the Effective Date, the Trustee shall provide to EPA a balance statement, proposed budget, and schedule for work to be performed for the coming year. EPA shall have the authority to approve or disapprove the proposed budget and schedule. The Trustee shall expend funds consistently with the approved budget, approved schedule and EPA approved work plans. The Trustee and EPA may enter into consent decrees or administrative orders on consent for the performance of work.

[REDACTED]

of any costs incurred for the Coeur d'Alene Site, any funds remaining in the Trust shall be transferred: (1) first, in accordance with instructions provided by the United States Department of Justice to any of the other Custodial Trusts established under the Plan with remaining remediation or restoration to be performed and a need for additional trust funding; (2) second, then to the Superfund.

[REDACTED]

17. In the event that the Trust exacerbates conditions at the Coeur d'Alene Site, is seriously or repeatedly deficient or late in performance of the work or violates the provisions of this Agreement, the Trust Agreement or other related implementation agreements including any consent decrees or administrative orders on consent, the United States Department of Justice may direct that all remaining Funds in the Trust be paid to an EPA special account for the Coeur d'Alene Site for use consistent with the terms of this Agreement.

18. The United States and the Debtor shall not be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Trust or the Trust Parties, or to be an owner or operator of the Coeur d'Alene Site on account of this Agreement or actions contemplated thereby.

#### **Trust Parties**

19. The Trust, the Trustee, and the Trustee's shareholders, officers, directors, employees, consultants, agents or other parties, professionals or representatives employed by the Trust or Trustee (the "Trust Parties") shall be deemed to have resolved their civil liability under CERCLA to the United States and have contribution protection to the maximum extent permitted by law for matters addressed in this Settlement Agreement with respect to the Coeur d'Alene Site. The matters addressed in this Settlement Agreement with respect to the Trust Parties include all costs of response incurred or to be incurred and natural resource damages relating to or in connection with the Coeur d'Alene Site. In no event shall the Trust Parties be held liable to any third parties for any liability, action, or inaction of any other Party, including each other.



20. The Trust and Trustee shall take such actions and execute such documents as are reasonably requested by Debtor with respect to effectuating the Plan and the transactions contemplated thereby, providing that such actions are not inconsistent with the terms of this Settlement Agreement. To the extent that Debtor requests the Trust and the Trustee to take such an action, the Trust and the Trustee shall do so at the sole expense of Debtor.

21. The Trust Parties shall not be personally liable unless the Bankruptcy Court, by a final order, finds that they were negligent or committed fraud or willful misconduct after the Effective Date in relation to the Trustee's duties. The Trust Parties shall be indemnified, defended and held harmless from and against all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorney's fees) to the fullest extent permitted by applicable law (and any judgment and costs of defense shall be paid from the Trust funds without the Trust Parties having to first pay from their own funds) for any personal liability or costs of defense unless a determination is made by a final order of the Bankruptcy Court finding that they were negligent or committed fraud or willful misconduct in relation to the Trust or the Trustee's duties.

22. The Trust Parties are exculpated by all persons, including without limitation, holders of claims or other parties in interest, of and from any and all claims, causes of action and other assertions of liability relating in any way to Debtors or arising out of the ownership of Trust assets and the discharge of the powers and duties conferred upon the Trust and/or Trustee by the Plan, this Settlement Agreement or any order of court entered pursuant to or in furtherance of the Plan, this Settlement Agreement, or applicable law or

otherwise. No person, including without limitation, holders of claims and other parties in interest, will be permitted to pursue any claims or causes of action against any Trust Party for any claim against Debtors, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of the Plan, this Settlement Agreement or any order of court. Nothing in this Paragraph or the Settlement Agreement shall preclude the Governments from enforcing the terms of this Settlement Agreement the Trust Agreement or other related implementation agreements, including any consent decrees or administrative orders on consent against the Trust Parties.

23. Except as may otherwise be provided herein: (a) the Trust Parties may rely, and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or omitted to be taken in accordance with the advice thereof; and (c) persons dealing with the Trust Parties shall look only to the Trust assets that may be available to them consistent with the Settlement Agreement and Plan to satisfy any liability incurred by the Trust Parties to such person in carrying out the terms of this Agreement, the Plan, or any order of the Bankruptcy Court and the Trust Parties shall have no personal obligations to satisfy any such liability.

**Coeur d'Alene Owned Sites**

24. The Trust shall implement any institutional controls or deed restrictions requested by EPA with respect to the Coeur d'Alene Owned Sites.

25. The Trust shall provide the United States and the State of Idaho and their representatives access to the Coeur d'Alene Owned Sites at all reasonable times for the purposes of conducting response actions, investigations, sampling, assessment, planning, restoration planning, restoration activities, or related activities at or near the Coeur d'Alene Owned Sites. The Trust shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by EPA for restrictions on use of the Coeur d'Alene Owned Sites in order to protect public health or safety or ensure non-interference with or protectiveness of response action.

26. The United States or a governmental unit that is a designee thereof, may at any time propose in writing to take title to any of the Coeur d'Alene Owned Sites or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by EPA. The Trustee may at any time seek the approval of EPA for the sale or lease or other disposition of all or part of the Coeur d'Alene Owned Sites. In the event of any approved sale or lease or other disposition under this Paragraph, the net proceeds from the sale or lease or other disposition shall be used only in accordance with the requirements for other Trust funds.

#### **VI. OUTSTANDING OBLIGATIONS**

27. All obligations of Debtor to perform work pursuant to any outstanding Consent Decree, Unilateral Administrative Order, or Administrative Order on Consent regarding any of the Residual Sites (other than the Box Operable Units and any liabilities to the United States for the Tacoma Site which are dealt with by separate settlements), and any statutory, stipulated, or other penalties allegedly due related to such orders or decrees, are fully resolved and satisfied by this Settlement Agreement as of the Effective

Date and Debtor shall be removed as a party to such orders or decrees pursuant to the terms hereof on the Effective Date of this Settlement Agreement; provided, however, that all requirements to retain records shall remain in full force and effect until the Effective Date of this Settlement Agreement, and that Debtor shall produce, or make available for production in the state and condition in which such records are found any such records so retained to EPA, the DOI, USDA/FS, or any State with respect to a Site as to which such State is a party to any order or consent decree, in accordance with the terms of Paragraph 28.

28. Between the date this Settlement Agreement is lodged with the Court and the date a plan of reorganization is confirmed by the Court, EPA, DOI, USDA/FS, or any State may request Debtor provide or make available any records that have been retained pursuant to any Order or Decree to which such agency or State is a party. Debtor shall produce such records, or make such records available for production in the state and condition in which such records are found, to the requesting party within thirty (30) days of any such request and in any event prior to the confirmation of a plan of reorganization.

#### **VII. COVENANTS NOT TO SUE**

29. With respect to the Coeur d'Alene Site (including releases of hazardous substances from any portion of such Site, and all areas affected by natural migration of such substances from such Site) and except for the Separately Settled Federal Matters and as specifically provided in Section VIII (Reservation of Rights), the United States, on behalf of EPA, DOI, and USDA/FS, covenants not to sue or assert any civil claims or causes of action against ASARCO pursuant to Sections 106, 107(a), of CERCLA, 42 U.S.C. §§ 9606, 9607(a); RCRA § 7003, 42 U.S.C. § 6973, Clean Water Act § 311, 33

U.S.C. § 1321; any similar state law; or any liabilities or obligations asserted in the United States' Proofs of Claim (as updated).

30. With respect to the Omaha Site (including releases of hazardous substances from any portion of such Site, and all areas affected by natural migration of such substances from such Site) and except as specifically provided in Section VIII (Reservation of Rights), the United States, on behalf of EPA, and the State of Nebraska covenant not to sue or assert any civil claims or causes of action against ASARCO pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a); RCRA § 7003, 42 U.S.C. § 6973; any similar state law; or any liabilities or obligations asserted in the United States' Proofs of Claim (as updated).

31. With respect to the Tacoma Site (including releases of hazardous substances from any portion of such Site, and all areas affected by natural migration of such substances from such Site) and except for the Separately Settled State Matters and as specifically provided in Section VIII (Reservation of Rights), the State of Washington covenants not to sue or assert any civil claims or causes of action against ASARCO pursuant to Sections 107(a) of CERCLA, 42 U.S.C. § 9607(a); RCRA § 7002, 42 U.S.C. § 6972; Clean Water Act § 311, 33 U.S.C. § 1321; MCTA, RCW 70.105D; any similar state law; or any liabilities or obligations asserted in the State's Proof of Claim (as updated).

32. This Settlement Agreement in no way impairs the scope and effect of the Debtor's discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any claims that are not addressed by this Settlement Agreement.

33. Without in any way limiting the covenants not to sue (and the reservations thereto) set forth in Paragraphs 29-31 and notwithstanding any other provision of this Settlement Agreement, such covenants not to sue shall also apply to ASARCO's successors, assigns, officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor, assign, officer, director, employee, or trustee of ASARCO is based solely on its status as and in its capacity as a successor, assign, officer, director, employee, or trustee of ASARCO.

34. The covenants not to sue contained in Paragraphs 29-31 of this Settlement Agreement extend only to ASARCO and the persons described in Paragraph 33 above and do not extend to any other person. Nothing in this Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than ASARCO, the Governments, and the persons described in Paragraph 33. The Governments and ASARCO expressly reserve all claims, demands, and causes of action either judicial or administrative, past, present or future, in law or equity, which the Governments or ASARCO may have against all other persons, firms, corporations, entities, or predecessors of ASARCO for any matter arising at or relating in any manner to the Coeur d'Alene, Omaha, and Tacoma Sites and/or the Residual Environmental Claims addressed herein.

35. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States or the State to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or similar state laws, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States or the State pursuant to that authority. Nothing in this Settlement

Agreement shall be deemed to limit the information-gathering authority of the United States or the State under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal law or regulation, or similar state laws, or to excuse the Debtor from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable federal law or regulation.

36. Debtor covenants not to sue and agrees not to assert any claims or causes of action against the United States with respect to the Coeur d'Alene Site (other than for the Separately Settled Federal Matters), and against the United States and State of Nebraska with respect to the Omaha Site, including but not limited to: any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, or any other provision of law; any claims against the United States, including any of their departments, agencies or instrumentalities, under Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; and any claims arising out of the response activities at the Coeur d'Alene and Omaha Sites. Nothing in this Settlement Agreement shall be construed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700(d).

37. Debtor covenants not to sue and agrees not to assert any claims or causes of action against the State of Washington with respect to the Tacoma Site (other than for the Separately Settled State Matters), including but not limited to: any direct or indirect claim for reimbursement under state law; any claims against the State, including any of its departments, agencies or instrumentalities, under Section 107 or 113 of CERCLA, 42

U.S.C. §§ 9607, 9613; and any claims arising out of the response activities at the Tacoma Site.

#### **VIII. RESERVATION OF RIGHTS**

38. The covenants not to sue set forth in Section VII do not pertain to any matters other than those expressly specified therein. The Governments reserve, and this Settlement Agreement is without prejudice to, all rights against the Debtor or other persons with respect to all other matters, including but not limited to: (i) Separately Settled Federal Matters and Separately Settled State Matters; (ii) any action to enforce the terms of this Settlement Agreement or the Trust Agreement; and (iii) liability for response costs, natural resource damages (including natural resource damage assessment costs), and injunctive relief under CERCLA Sections 106 and 107, or similar state laws, for Debtor's future acts creating liability under CERCLA, or similar state laws, that occur after the Effective Date of this agreement. Debtor's future acts creating liability under CERCLA or similar state laws do not include continuing releases related to Debtors' conduct prior to the Effective Date. Nothing in this Settlement Agreement shall affect or waive any rights, claims, or causes of action of the United States for the Tacoma Site. Nothing in this Settlement Agreement shall affect or waive any covenant not to sue or contribution protection ASARCO has regarding the Tacoma Site.

39. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement.

#### **IX. CONTRIBUTION PROTECTION**

40. The parties hereto agree that, as of the Effective Date, ASARCO is entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of



CERCLA, 42 U.S.C. § 9613(f)(2) for matters addressed in this Settlement Agreement, except with respect to the claims proposed to be allowed to Hecla Limited ("Hecla") with respect to the Box Operable Units under Debtor's separate settlement with Hecla. The matters addressed in this Settlement Agreement include all costs of response incurred or to be incurred and natural resource damages relating to or in connection with the Coeur d'Alene and Omaha Sites (other than the Separately Settled Federal Matters or the past costs of Hecla) and all costs of response incurred or to be incurred by the State of Washington relating to or in connection with the Tacoma Site other than the Separately Settled State Matters.

#### **X. PUBLIC COMMENT**

41. This Settlement Agreement will be subject to a public comment period following notice published in the Federal Register, which may take place concurrent with the judicial approval process under Paragraph 42 hereof. The United States reserves the right to withdraw or withhold its consent if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate. At the conclusion of the public comment period, the United States will provide the Court with copies of any public comments and its response thereto.

#### **XI. JUDICIAL APPROVAL**

42. The settlement reflected in this Settlement Agreement shall be subject to approval by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. The Debtor shall move promptly for court approval of this Settlement Agreement and shall exercise commercially reasonable efforts to obtain such approval.

#### **XII. RETENTION OF JURISDICTION**

43. This Court shall retain jurisdiction over both the subject matter of this Settlement Agreement and the parties hereto, for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply to the Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement, or to effectuate or enforce compliance with its terms.

#### **XIII. EFFECTIVE DATE**

44. This Settlement Agreement shall be effective only when each of the following occurs, and upon the latest of (i) the approval by the Court in accordance with Paragraphs 41 and 42 hereof, and (ii) the confirmation of the Plan incorporating this Settlement Agreement. If the Plan is not confirmed, this Settlement Agreement shall be null and void and of no further effect.

#### **XIV. SIGNATORIES/SERVICE**

45. The signatories for the parties each certify that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally such Party to this document.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

**FOR THE UNITED STATES**

Date: 31 July 2008

\_\_\_\_\_  
Ronald J. Tenpas  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Date: July 31, 2008

\_\_\_\_\_  
Alan S. Tenenbaum  
David L. Dain  
Eric D. Albert  
Environment and Natural Resources  
Division  
Environmental Enforcement Section  
U.S. Department of Justice

Date: \_\_\_\_\_

\_\_\_\_\_  
Granta Y. Nakayama  
Assistant Administrator  
Office of Enforcement and Compliance  
Assurance  
U.S. Environmental Protection Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
Elin D. Miller  
Regional Administrator, Region 10  
U.S. Environmental Protection Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Askew  
Regional Administrator, Region 7  
U.S. Environmental Protection Agency

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

**FOR THE UNITED STATES**

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Tenpas  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan S. Tenenbaum  
David L. Dain  
Eric D. Albert  
Environment and Natural Resources  
Division  
Environmental Enforcement Section  
U.S. Department of Justice

Date: 7-30-2008

\_\_\_\_\_  
Gratia Y. Nakayama  
Assistant Administrator  
Office of Enforcement and Compliance  
Assurance  
U.S. Environmental Protection Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
Elin D. Miller  
Regional Administrator, Region 10  
U.S. Environmental Protection Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Askew  
Regional Administrator, Region 7  
U.S. Environmental Protection Agency

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

**FOR THE UNITED STATES**

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Tenpas  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan S. Tenenbaum  
David L. Dain  
Eric D. Albert  
Environment and Natural Resources  
Division  
Environmental Enforcement Section  
U.S. Department of Justice

Date: \_\_\_\_\_

\_\_\_\_\_  
Granta Y. Nakayama  
Assistant Administrator  
Office of Enforcement and Compliance  
Assurance  
U.S. Environmental Protection Agency

Date: 7/30/08

\_\_\_\_\_  
Elin D. Miller  
Regional Administrator, Region 10  
U.S. Environmental Protection Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Askew  
Regional Administrator, Region 7  
U.S. Environmental Protection Agency

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

**FOR THE UNITED STATES**

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Tenpas  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan S. Tenenbaum  
David L. Dain  
Eric D. Albert  
Environment and Natural Resources  
Division  
Environmental Enforcement Section  
U.S. Department of Justice

Date: \_\_\_\_\_

\_\_\_\_\_  
Granta Y. Nakayama  
Assistant Administrator  
Office of Enforcement and Compliance  
Assurance  
U.S. Environmental Protection Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
Elin D. Miller  
Regional Administrator, Region 10  
U.S. Environmental Protection Agency

Date: July 30, 2008

\_\_\_\_\_  
John B. Askew  
Regional Administrator, Region 7  
U.S. Environmental Protection Agency

**FOR THE STATE OF WASHINGTON**

Robert M. McKenna  
Attorney General

Date: 7-31-08

\_\_\_\_\_  
Elliott Furst  
Senior Counsel  
Ecology Division

Date: 7-31-08

\_\_\_\_\_  
Jim Harmony  
Assistant Attorney General  
Ecology Division

**FOR THE STATE OF NEBRASKA**

Jon Bruning  
Nebraska Attorney General

Date: \_\_\_\_\_

\_\_\_\_\_  
Katherine J. Spohn  
Assistant Attorney General

Date: \_\_\_\_\_

\_\_\_\_\_  
Annette Kovar  
Legal Counsel  
and Special Assistant Attorney General  
Nebraska Department of Environmental  
Quality

**FOR THE STATE OF WASHINGTON**

Robert M. McKenna  
Attorney General

Date: \_\_\_\_\_

\_\_\_\_\_  
Elliott Furst  
Senior Counsel  
Attorney General of Washington  
Ecology Division

**FOR THE STATE OF NEBRASKA**

Jon Bruning  
Nebraska Attorney General

Date: July 31, 2008

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Date: July 31, 2008

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Nebraska Department of Environmental  
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**FOR ASARCO, LLC**

Date: July 31, 2008

Thomas L. Aldrich  
Vice President, Environmental Affairs

Date: 07-31-08

Douglas E. McAllister  
Executive Vice President, General Counsel

**ATTACHMENT A**  
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The Properties are more particularly described in this Attachment A as all fee ownership or other interests in Shoshone and Kootenai Counties, Idaho and any adjacent counties, including, but not necessarily limited to, the following:

**Page Mine Site**

That portion of the Snow Cap No. 2, M.S. 2136, Belle of the West, Corrigan, Toney and Volcano, M.S. 2185 patented mining claims situated in Yreka Mining District in Sections 3, 9 and 10, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho sometimes referred to as Page Mine Site more particularly described as follows:

Beginning at the common corner to Sections 3, 4, 9 and 10, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho which is identical to Corner No. 1 of the Belle of the West, M.S. 2185; thence

North 00°14'00" East along line 1-6 of said Belle of the West, M.S. 2185 a distance of 97.30 feet; thence

North 82°41'00" East along line 6-5 of said Belle of the West, M.S. 2185 a distance of 189.06 feet; thence

South 09°57'02" East, a distance of 323.73 feet; thence

South 03°09'36" East a distance of 506.63 feet; thence

South 29°28'03" West a distance of 356.78 feet; thence

South 88°01'42" West a distance of 115.75 feet; thence

North 00°54'39" East a distance of 250.92 feet; thence

North 17°57'19" West a distance of 284.66 feet; thence

North 44°49'22" West a distance of 547.82 feet to a point on line 2-1 of said Belle of the West, M.S. 2185; thence

North 87°57'48" East along line 2-1 of said Belle of the West, M.S. 2185 a distance of 505.39 feet to the point of beginning.

AND

That portion of the Little Dipper and Great Dipper, M.S. 2185 Patented Mining Claims situated in Yreka Mining District in Section 3, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

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Beginning at a point from whence Corner No. 4 of Little Dipper, M.S. 2185 Patented Mining Claim bears North 00°14'00" East, 126.32 feet; thence

South 89°58'30" East a distance of 129.66 feet; thence

South 14°45'30" West a distance of 148.06 feet; thence

North 76°53'30" East a distance of 161.98 feet; thence

South 24°39'31" West a distance of 135.16 feet; thence

South 14°36'02" East a distance of 40.65 feet; thence

South 41°46'28" East a distance of 203.07 feet; thence

South 41°46'28" East a distance of 83.13 feet; thence

South 33°20'37" East a distance of 70.93 feet; thence

South 03°07'34" West a distance of 71.53 feet; thence

South 46°45'50" West a distance of 335.52 feet; thence

South 12°32'32" West a distance of 102.47 feet; thence

South 11°28'14" East a distance of 105.02 feet to a point on line 1-2 Great Dipper, M.S. 2185; thence

South 82°44'17" West on and along line 1-2 a distance of 189.39 feet to Corner No. 1 Great Dipper, M.S. 2185; thence

North 00°14'00" East, 605.99 (shown of record as 605.2) feet to Corner No. 4 Great Dipper, Corner No. 1 Little Dipper, M.S. 2185; thence

North 00°14'00" East, 463.53 feet to the true point of beginning.

**EXCEPT:**

A parcel of land lying within the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 48 North, Range 2 East, B.m., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at Corner No. 1 from which the East 1/4 corner of Section 4, Township 48 North, Range 2 East, B.m., Shoshone County bears North 1°12'53" East a distance of 1877.50 feet; thence

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North 31°50'10" East a distance of 143.47 feet to Corner No. 2; thence  
North 57°25'26" East a distance of 43.62 feet to Corner No. 3; thence  
South 10°59'29" East a distance of 237.74 feet to Corner No. 4; thence  
South 72°48'05" West a distance of 48.46 feet to Corner No. 5; thence  
South 87°43'22" West a distance of 94.12 feet to Corner No. 6; thence  
North 16°37'04" West a distance of 80.28 feet to Corner No. 7; thence  
North 10°45'39" East a distance of 29.67 feet to Corner No. 1, the point of beginning.

**ALSO EXCEPT:**

A parcel of land lying within the Southeast 1/4 of the Southeast 1/4 of Section 4 and the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

From the East quarter corner of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

South 1°43'31" West 2024.99 feet to Corner No. 1 and the point of beginning; thence

North 7°33'18" East a distance of 118.88 feet to Corner No. 2; thence

South 16°37'04" East a distance of 80.28 feet to Corner No. 3; thence

North 87°43'22" East a distance of 94.12 (shown of record as North 87°43'30" East a distance of 94.13) feet to Corner No. 4; thence

South 36°54'31" West a distance of 163.65 feet to Corner No. 5; thence

North 21°42'50" West a distance of 92.86 feet to Corner No. 1 and the place of beginning. th  
7°58'00" East along the West line of said Lot 201 a distance of 87.21 feet to the Southwest corner; thence

South 7°58'00" East along the West line of said Lot 201 a distance of 87.21 feet to the Southwest corner; thence

South 29°41'35" West along the Westerly side of the Upper Page Road a distance of 85.21 feet to the point of beginning.

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AND

A tract of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point on the South boundary line of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho from whence the South 1/4 corner of said Section 4 bears South 87°57'48" West, 2144.51 feet; thence

North 8°38'46" West, 429.24 feet to a point being the Southwest Corner of Lot 108 Page Mine Camp; thence

South 85°49'40" West, 34.13 feet to a point on the North boundary line of Page Mine Road; thence

South 85°49'40" West, 30 feet more or less to a point on the South boundary line of Page Mine Road which is Northwest corner of Lot 106 Page Mine Camp; thence

South 22°05'34" West, 46.66 feet to a point; thence

South 43°40'30" East, 73.70 feet to a point; thence

South 86°07'20" East, 101.23 feet to a point; thence

South 30°18'13" East, 44.09 feet to a point; thence

South 83°01'36" East, 60.06 feet to a point; thence

North 27°24'48" East, 29.73 feet to a point; thence

South 89°17'30" East, 100.97 feet to a point; thence

North 3°47'00" West, 128.32 feet to a point; thence

North 27°40'40" East, 142.86 feet to a point; thence

North 36°54'31" East, 32 feet more or less to the East boundary line of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

South 00°14'00" West on and along said East boundary line of Section 4, 550 feet more or less to the Southeast Corner of said Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

South 87°57'48" West on and along said South boundary of Section 4, 500 feet more or less to

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the point of beginning.

**Shoshone County - 20 Parcels**

PARCEL 1: -- Big Creek Property

Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest Quarter of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho.

EXCEPT:

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho by deed recorded February 10, 1942 in Book 74, Deeds, at page 587, records of Shoshone County, State of Idaho.

ALSO EXCEPT:

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho by deed recorded December 20, 1947 in Book 81, Deeds, at page 251, records of Shoshone County, State of Idaho.

ALSO EXCEPT:

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho by deed recorded as Instrument No. 182895, records of Shoshone County, State of Idaho, more particularly described as follows:

A tract of land being on the Northeasterly side of the 200 foot right of way of existing U.S. No. 10 Highway as described in that certain Highway Right of Way Deed dated December 7, 1947 and recorded December 20, 1947 in Book 81, Deeds, at page 251, records of Shoshone County, State of Idaho and lying in a portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho and a portion of the Patented Pembroke Lode Claim being a part of M.S. 2149 embracing a portion of said Section 11, described as follows, to-wit:

Beginning at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M. which is identical with Corner No. 3 of the Pembroke Lode Claim; thence

North 89°11' East, along the North line of said Southeast 1/4 of the Northwest 1/4, 1305.00 feet to the Northeast corner thereof, thence

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South 1°03' East, along the East line of said SENW, 1383.0 feet to the Southeast corner thereof; thence

North 89°30' West along the South line of said SENW a distance of 328.0 feet, more or less, to a point in the Northeasterly line of the 200.0 foot right of way of existing U.S. No. 10 Highway as described in the above referenced deed; thence

North 39°09' West along said right of way line 2305.0 feet to a point in the Northeasterly right of way line of former U.S. No. 10 Highway; thence

South 72°30' East, 300.0 feet; thence

South 56°54' East, 194.0 feet to a point in the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 11; thence

South 1°03' East along the East line of said Northwest 1/4 of the Northwest 1/4 a distance of 230.0 feet, more or less, to the Place of Beginning.

**ALSO EXCEPT:**

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho for I-90 Right of Way by deed recorded May 24, 1965 as Instrument No. 204129, records of Shoshone County, State of Idaho.

**ALSO EXCEPT:**

A tract of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho being more particularly described as follows:

Beginning at a point on the North right of way line of Old U.S. Hwy No. 10 at Sta. 191+20.6 whence the centerline of said U.S. Hwy No. 10 bears South 51°05'22" West, a distance of 125.00 feet; thence

South 51°05'22" West, a distance of 100.00 feet; thence

North 38°54'38" West a distance of 435.60 feet to Sta 185+00 of said U.S. Hwy No. 10; thence

North 51°05'22" East, a distance of 100.00 feet to the aforesaid Right of Way line; thence

South 38°54'38" East, a distance of 435.60 feet to the place of beginning.

**PARCEL 2: -- Mace Property**

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Saturday, M.S. 1179 Patented Mining Claim situated in Lelande Mining District in Section 8, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 25, records of Shoshone County, State of Idaho. As to an undivided 73.75% interest only.

Green Hill Fraction, M. S. 1322 Patented Mining Claim situated in Lelande Mining District in Section 8, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 121, records of Shoshone County, State of Idaho. As to an undivided 70.0% interest only.

~~Bonaparte & Timberline, M.S. 1324 Patented Mining Claims situated in LeLande Mining District in Sections 4, 5, 8 and 9, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 118, records of Shoshone County, State of Idaho. As to an undivided 73.75% interest only.~~

**PARCEL 3: -- Union-Vermont Property**

Union Mill Site, M.S. 1076 Patented Mill Site situated in Placer Center Mining District in Section 26, Township 48 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 6, Page 591

**EXCEPTING THEREFROM:**

Beginning at a point on the North line of the Ore or No Go Mill Site Mineral Survey No. 659B from which Corner No. 3 of said mill site, an aluminum cap monument set by the BLM in 1986, bears South 9°28'00" West a distance of 335.90 feet and Corner No. 4 of said mill site bears North 79°28'00" East a distance of 79.95 feet; thence

South 79°28'00" West along the North line of the Ore or No Go Mill Site a distance of 75.00 feet, more or less, to its intersection with the East right-of-way line of the abandoned Northern Pacific Railroad; thence

Northwesterly along the East right-of-way line of the abandoned Northern Pacific Railroad to its intersection with the East right-of-way line of the abandoned Union Pacific Railroad (O.R. & N. Co.); thence

Northeasterly along the East right-of-way line of the abandoned Union Pacific Railroad to its intersection with the 1/64 line dividing the North and South halves of the Southeast quarter of the Southwest quarter (SE¼SW¼) as defined by the Department of Interior, Bureau of Land Management; thence

South 89°42'42" East along said 1/64 line a distance of 413.44 feet to its intersection with the North line of the Providence Hospital Tract; thence

South 55°29'00" West along the North line of the Providence Hospital Tract a distance of 335.89



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feet to the Northwest corner of said tract; thence

South 24°22'00" East along the West line of the Providence Hospital Tract a distance of 156.20 feet to its intersection with the North line of the Ore or No Go Mill Site, Mineral Survey No. 659B, the Point of Beginning.

AND

A portion of land situated in Section 26, Township 48 North, Range 4 East, B.M., Shoshone County, State of Idaho, being more particularly described as follows:

Beginning at Corner No. 8, Survey No. 1076, Union Mill Site; thence

North 32°22' East 292.9 feet to Corner 7-1076; thence

North 3°27' East 454.8 feet along line 7-6 Survey 1076 to its intersection with the North boundary line of the Southeast Quarter of the Southwest Quarter of Section 26, Township 48 North, Range 4 East B.M.; thence

East along said boundary line 630.0 feet to its intersection with the East side line of the Vermont Lode Mining claim; thence

South 15°21' West 806.0 feet along said side line to its intersection with the East boundary line of the Providence Hospital lot; thence

North 16°25' West 346.0 feet along said line to the Northeast Corner of Providence Hospital lot; thence

South 55°29' West 688.0 feet along the North boundary line of the Providence Hospital lot to the Northwest Corner of said lot; thence

South 24°22' East 155.6 feet along the West line of Providence Hospital lot to its intersection with line 3-4 of Ore or No Go Mill Site; thence

South 79°28' West 75.0 feet more or less along line 3-4 of Ore or No Go Mill Site to its intersection with the East line of the right of way of the Northern Pacific RR. Co.; thence

Along the East line of said right of way in a northerly direction to its intersection with the East line the O.R. & N. right of way; thence

Along said East line of the O.R. & N. right of way to its intersection with the North boundary line of the Southeast quarter of the Southwest quarter of Section 26, Township 48 North, Range 4 East, B.M.; thence

East 40 feet more or less along said boundary line to its intersection with 2-3 Survey No. 1076,

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Union M.S.; thence

South 17°43' West 444.0 feet more or less along line 2-3 Survey No. 1076 to Corner 2-1076;  
thence

South 1°25' East 306.0 feet to Corner 1-1076; thence

North 78°45' East 140.0 feet to Corner 8-1076, the place of beginning.

**EXCEPTING THEREFROM:**

Two irregular parcels of land comprising all of the portions of the Union Mill Site Mineral Survey No. 1076 and Vermont Tract situated in the South half of the Southeast Quarter of the Southwest Quarter (S½SE¼SW¼), Section 26, Township 48 North, Range 4 East, B.M., Shoshone County, Idaho; being more particularly described as follows:

Beginning at a point on the North line of the Ore or No Go Mill Site Mineral Survey No. 659B from which Corner No. 3 of said mill site, an aluminum cap monument set by the BLM in 1986, bears South 9°28'00" West a distance of 335.90 feet and Corner No. 4 of said mill site bears North 79°28'00" East a distance of 79.95 feet; thence

South 79°28'00" West along the North line of the Ore or No Go Mill Site a distance of 75.00 feet, more or less, to its intersection with the east right-of-way line of the abandoned Northern Pacific Railroad; thence,

Northwesterly along the East right-of-way line of the abandoned Northern Pacific Railroad to its intersection with the East right-of-way line of the abandoned Union Pacific Railroad (O.R. & N. Co.); thence

Northeasterly along the East right-of-way line of the abandoned Union Pacific Railroad to its intersection with the 1/64 line dividing the North and South halves of the Southeast quarter of the Southwest quarter (SE¼SW¼) as defined by the Department of Interior, Bureau of Land Management; thence

South 89°42'42" East along said 1/64 line a distance of 413.44 feet to its intersection with the North line of the Providence Hospital Tract; thence

South 55°29'00" West along the North line of the Providence Hospital Tract a distance of 335.89 feet to the Northwest corner of said tract; thence

South 24°22'00" East along the West line of the Providence Hospital Tract a distance of 156.20 feet to its intersection with the North line of the Ore or No Go Mill Site, Mineral Survey No. 659B, the Point of Beginning.

**ALSO EXCEPTING THEREFROM;**

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Beginning at a point on the East line of the Providence Hospital Tract from which the South Quarter Corner of Section 26, an aluminum cap monument set by the BLM in 1986, bears South 25°28'08" East a distance of 611.44 feet and the Northeast Corner of the Providence Hospital Tract bears North 16°25'00" West a distance of 346.00 feet; thence

North 16°25'00" West along the East line of Providence Hospital Tract a distance of 136.17 feet to its intersection with the 1/64 line dividing the North and South halves of the Southeast Quarter of the Southwest Quarter (SE¼SW¼) as defined by the 1986 dependent resurvey of Section 26, performed by the Department of Interior, Bureau of Land Management; thence

South 89°42'42" East along said 1/64 line a distance of 74.24 feet to its intersection with the West line of the Vermont Tract; thence

South 15°21'00" West along the East line of the Vermont Tract a distance of 135.06 feet to its intersection with the East line of the Providence hospital tract, the point of beginning.

AND

An irregular parcel of land comprising all of the portions of the Providence Hospital Tract and Government Lot 2, situated in the North half of the Southeast Quarter of the Southwest Quarter (N½SE¼SW¼), Section 26, Township 48 North, Range 4 East, B.M, Shoshone County, Idaho; being more particularly described as follows:

Beginning at the Center South 1/16 Corner of Section 26, an aluminum capped monument set by the BLM in 1986, from which the Quarter Corner of Sections 26 and 35 bears South 0°01'00" East a distance of 1,362.24 feet; thence

South 0°01'00" East along the North South Center Line of Section 26, a distance of 681.12 feet to the 1/64 Corner; thence

North 89°42'42" West along the 1/64 line dividing the North and South halves of the Southeast Quarter of the Southwest Quarter (SE¼SW¼) as defined by the 1986 dependent resurvey of Section 26 performed by the Department of Interior, BLM, a distance of 226.99 feet to its Intersection with the East line of the Vermont Tract; thence

North 15°21'00" East along the east line of the Vermont Tract a distance of 705.24 feet to its intersection with the East West Center Line of the Southwest Quarter (SW¼) of Section 26; thence

South 89°51'00" East along the East West Center Line of the Southwest Quarter (SW¼) of Section 26, a distance of 40.10 feet to the point of beginning;

AND

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An irregular parcel of land comprising all of the portions of the Providence Hospital Tract and Government Lot 2, situated in the North half of the Southeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section 26, Township 48 North, Range 4 East, B.M, Shoshone County, Idaho; being more particularly described as follows:

Beginning at the Northeast Corner of the Providence Hospital Tract from which the South Quarter Corner of Section 26 bears South 22°12'00" East a distance of 954.69 feet; thence

South 16°25'00" East along the East line of the Providence Hospital Tract a distance of 209.83 feet to its intersection with the 1/64 line dividing the North and South halves of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) as defined by the 1986 dependent resurvey of Section 26 performed by the Department of Interior, Bureau of Land Management; thence

North 89°42'42" West along said 1/64 line a distance of 349.43 feet to its intersection with the North line of the Providence Hospital Tract; thence

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North 59°29'00" East along the North line of the Providence Hospital Tract a distance of 352.11 feet to the point of beginning.

PARCEL 4: -- Willow Creek Property

South 1/2 Section 36, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. As to an undivided 1/2 interest only.

PARCEL 5: -- Mullan Property

A tract of land situated in Lot 8, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at Corner No. 6 of the Original Townsite of Mullan; thence

South 3°36' West, 106.06 feet to a point on a right of way access road; thence

South 72°08' West, 30.31 feet to a point; thence

North 71°28'30" West, 79.22 feet to a point; thence

North 13°25' West, 61.87 feet to a point; thence

North 76°35' East, 128.50 feet to the point of beginning.

AND

A tract of land situated in Lot 8, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

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Beginning at Corner No. 6 of the Original Townsite of Mullan; thence

South 3°36' West, 106.06 feet to a point on a right of way access road; thence

North 72°08' East, 95.52 feet along said right of way access road to the True Point of Beginning; thence

North 12°55' West, 24.00 feet to a point; thence

North 77°05' East, 85 feet to a point on the West right of way line of Second Street, Mullan; thence

South 12°55' East, 20 feet more or less to a point on the North boundary of railroad right of way; thence

South 44°40'24" West, 79.40 feet along said line to a point; thence

North 12°55' West (shown of record as North) 40 feet more or less to a point which bears North 33°02' East, 25 feet more or less from the Southeast corner of that certain parcel conveyed by deed recorded in Book 141, Deeds, at page 183, records of Shoshone County, State of Idaho; thence

South 33°02' West, 25 feet more or less to the Southeast corner of that certain parcel conveyed by deed recorded in Book 141, Deeds, at page 183, records of Shoshone County, State of Idaho; thence

North 12°55' West, 15.94 feet to the true point of beginning.

AND

A tract of land situated in Lot 8, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at Corner No. 6 of the Original Townsite of Mullan; thence

South 76°35' West, 128.50 feet to the True Point of Beginning; thence

North 13°25' West, 50 feet to a point; thence

North 76°35' East, 128.50 feet more or less to the Southwest corner of Lot 1, Block 9 Village of Mullan; thence

North 12°31' West, 59 feet more or less to the Southeast corner of Tract sometimes referred to as Tract B, Block K Village of Mullan; thence

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North 89°59' West, 122.64 feet to the Southwest corner of said Tract; thence

North 89°59' West, 212.00 feet more or less to a point on the East boundary line of Block B, Mullan Townsite; thence

South 20°06' West on and along said East boundary line, 240 feet more or less to the Northwest corner of that certain parcel conveyed by deed recorded as Instrument No. 193969, records of Shoshone County, State of Idaho; thence

South 55°03' East, 420.09 feet more or less to the Southwest corner of that parcel conveyed by deed recorded as Instrument No. 269541, records of Shoshone County, State of Idaho; thence

North 18°08'04" West, 312.84 feet to the Northwest corner of said tract; thence

North 84°14'10" East, 97.74 feet to a point; thence

North 13°25' West, 61.87 feet to the True Point of Beginning.

AND

Beginning at Corner No. 1 being the Southwest corner of Block 6, Dubey's Addition to Village of Mullan; thence

South 6°12' West, 178.50 feet more or less to the Southwest corner, Block 11, Dubey's Addition to Village of Mullan, a point on the North boundary line of Indiana Avenue; thence

South 81°57' West, 149 feet more or less to a point; thence

Northwesterly, 115 feet more or less to a point which bears South 42°46' West, 430 feet more or less from Corner No. 4 as described in that certain deed recorded as Instrument No. 306430, records of Shoshone County, State of Idaho; thence

North 42°46' East, 388.84 feet more or less to Corner No. 3 as described in that certain deed recorded as Instrument No. 306430, records of Shoshone County, State of Idaho; thence

South 6°12' West, 81.17 feet to Corner No. 2 as described in that certain deed recorded as Instrument No. 306430, records of Shoshone County, State of Idaho; thence

North 81°57' East, 23.30 feet to Corner No. 1 as described in that certain deed recorded as Instrument No. 306430, records of Shoshone County, State of Idaho and True Point of Beginning.

EXPECT: Any portion of I-90 Right of Way.

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AND

A Tract situated in Block 36, Village of Mullan in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a point from whence the East 1/4 corner of Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, state of Idaho bears South 45°08'20" East, 1826.59 feet; thence

South 82°10'26" West, 36.60 feet to the True Point of Beginning; thence

South 26°42' West, 128 feet to a point on the East boundary line of Third Street; thence

North 13°25' West on and along said East boundary of Third Street, 161 feet more or less to the intersection of Third Street with the Southerly right of way boundary of U.S. Hwy 10; thence

On and along said Southerly boundary line of U.S. Hwy 10, 21 feet more or less; thence

East 110 feet more or less to Corner No. 3 as described in that certain deed recorded as Instrument No. 314871, records of Shoshone County, State of Idaho; thence

South 11°34'01" West, 60.86 feet to Corner No. 2 as described in that certain deed recorded as Instrument No. 314871, records of Shoshone County, State of Idaho and the True Point of Beginning.

AND

That portion of Lots 12 and 13, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho lying North of the I-90 Right of Way.

EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 65°36'04" West, a distance of 766.60 feet to Corner No. 1, a steel pin, and the place of beginning; thence

South 22°40' East, a distance of 102.10 feet to Corner No. 2, a steel pin; thence

South 71°05' West, a distance of 69.03 feet to Corner No. 3; thence

North 14°30' West, a distance of 100.89 feet to Corner No. 4, a steel pin; thence

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North 69°44' East, a distance of 54.59 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 65°04'55" West, a distance of 681.21 feet to Corner No. 1 and the place of beginning;  
thence

South 22°30' East a distance of 112.00 feet to Corner No. 2, a steel pin; thence

South 64°56' West a distance of 33.55 feet to Corner No. 3, a steel pin; thence

North 78°16' West a distance of 39.57 feet to Corner No. 4, a steel pin; thence

North 22°39' West a distance of 93.85 feet to Corner No. 5, a steel pin; thence

North 69°44' East a distance of 66.54 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 64°24'51" West a distance of 597.54 feet to Corner No. 1 and the place of beginning;  
thence

South 22°40' East a distance of 83.07 feet to Corner No. 2; thence

South 43°21' West a distance of 53.12 feet to Corner No. 3; thence

South 54°56' West a distance of 35.75 feet to Corner No. 4; thence

North 22°36' West a distance of 112.00 feet to Corner No. 5; thence

North 69°44' East a distance of 79.80 feet to Corner No. 6; thence

North 71°50'10" East a distance of 4.20 feet to Corner No. 1 and place of beginning.

**ALSO EXCEPT:**



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A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence  
South 64°24'51" West a distance of 597.54 feet to Corner No. 1, the place of beginning; thence  
South 22°40' East a distance of 85.07 feet to Corner No. 2; thence  
North 22°15'34" East a distance of 91.76 feet to Corner No. 3; thence  
North 22°40' West a distance of 15.00 feet to Corner No. 4; thence  
South 71°50'10" West a distance of 65.00 feet to Corner No. 1 and the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence  
South 55°40'20" West a distance of 530.40 feet to Corner No. 1, an iron pin the place of beginning; thence  
South 26°23' East, a distance of 68.70 feet to Corner No. 2; thence  
South 1°15' East a distance of 91.20 feet to Corner No. 3; thence  
South 67°29' West a distance of 52.53 feet to Corner No. 4; thence  
North 22°39' West a distance of 103.71 feet to Corner No. 5; thence  
North 35°46' East a distance of 95.70 feet to Corner No. 1 and the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence  
South 41°52'28" West a distance of 607.47 feet to Corner No. 1, a steel pin and the place of beginning; thence

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South 16°06' West a distance of 99.74 feet to Corner No. 2; thence

South 66°44' West a distance of 136.35 feet to Corner No. 3; thence

North 22°39' West a distance of 79.38 feet to Corner No. 4; thence

North 67°21' East a distance of 146.23 feet to Corner No. 5, a steel pin; thence

North 69°29' East a distance of 52.53 feet to Corner No. 1 and the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at Corner No. 1, common to the Northwest corner of the Tennis Row Tract, whence Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument bears North 34°19'15" East, 611.81 feet; thence

North 12°56'30" West, 53.51 feet to Corner No. 2 and the real point of commencement, common to the Southwesterly corner of Mullan Cemetery; thence

North 36°09'00" West, 13.39 feet on and along the Southeasterly boundary of said cemetery to Corner No. 3; thence

South 22°11'00" East, 189.72 feet to Corner No. 4; thence

South 66°44'00" West, 125.33 feet to Corner No. 5; thence

North 22°11'00" West, 97.72 feet to Corner No. 6; thence

North 66°44'00" East, 45.33 feet to Corner No. 7; thence

North 09°05'00" East, 38.51 feet to Corner No. 8; thence

North 21°30'26" East, 70.51 feet to the real point of commencement.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

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South 42°59'50" West a distance of 895.57 feet to Corner No. 1; thence

South 22°11' East, a distance of 77.72 feet to Corner No. 2, an iron pin; thence

South 66°44' West a distance of 40.73 feet to Corner No. 3; thence

North 22°11' West, a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 40.73 feet to Corner No. 1, an iron pin and the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°09'20" West a distance of 861.39 feet to Corner No. 1, an iron pin, the place of beginning; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 120.41 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 120.41 feet to Corner No. 1 and the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°09'20" West a distance of 861.39 feet to Corner No. 1 and the place of beginning; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 69.64 feet to Corner No. 3; thence

North 22°11' West a distance of 70.49 feet to Corner No. 4; thence

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North 66°44' East a distance of 10.00 feet to Corner No. 5; thence

South 22°11' East, a distance of 44.00 feet to Corner No. 6; thence

North 66°44' East a distance of 59.64 feet to Corner No. 1 and the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°55'20" West a distance of 859.07 feet to Corner No. 1 and the place of beginning;  
thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 40.04 feet to Corner No. 3; thence

North 22°11' West, a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 40.04 feet to Corner No. 1 and the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 46°27'22" West a distance of 872.81 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 30.00 feet to Corner No. 2; thence

South 66°44' West a distance of 40.73 feet to Corner No. 3; thence

North 22°11' West a distance of 30.00 feet to Corner No. 4; thence

North 66°44' East a distance of 40.73 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter

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Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence  
South 48°05'02" West a distance of 791.51 feet to Corner No. 1 a steel pin; thence  
South 22°39' East a distance of 79.38 feet to Corner No. 2; thence  
South 66°44' West a distance of 70.65 feet to Corner No. 3; thence  
North 22°11' West a distance of 45.00 feet to Corner No. 4; thence  
North 40°46'43" East a distance of 78.57 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence  
South 48°05'02" West a distance of 791.51 feet to Corner No. 1 a steel pin; thence  
South 40°46'43" West a distance of 78.57 feet to Corner No. 2; thence  
South 22°11' East a distance of 15.00 feet to Corner No. 3; thence  
South 66°44' West a distance of 80.68 feet to Corner No. 4; thence  
South 22°11' East a distance of 30.00 feet to Corner No. 5; thence  
South 66°44' West a distance of 25.00 feet to Corner No. 6; thence  
North 65°53'38" West a distance of 42.87 feet to Corner No. 7; thence  
North 37°39'12" East a distance of 84.54 feet to Corner No. 8; thence  
North 45°41'57" East a distance of 111.58 feet to Corner No. 9; thence  
South 63°30'21" East a distance of 43.63 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

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A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 46°27'22" West a distance of 872.81 feet to point; thence South 66°44' West a distance of 40.73 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 30.00 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 30.00 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°00'30" West a distance of 932.85 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 37°49'19" West a distance of 966.97 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

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South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 50°57'34" West a distance of 808.58 feet to Corner No. 1 a steel pin; thence

South 63°20'21" East a distance of 26.48 feet to Corner No. 2; thence

South 45°41'57" West a distance of 118.53 feet to Corner No. 3; thence

South 37°39'12" West a distance of 76.76 feet to Corner No. 4; thence

North 65°53'38" West a distance of 25.72 feet to Corner No. 5; thence

North 37°39'12" East a distance of 84.54 feet to Corner No. 6; thence

North 45°41'57" East a distance of 111.58 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°50'53" West a distance of 1041.26 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 46.02 feet to Corner No. 3; thence

South 79°17' West a distance of 132.78 feet to Corner No. 4; thence

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North 10°57' West a distance of 65.51 feet to Corner No. 5; thence  
North 3°58' East a distance of 137.96 feet to Corner No. 6; thence  
North 86°02' East a distance of 31.63 feet to Corner No. 7; thence  
South 58°16' East a distance of 53.75 feet to Corner No. 8; thence  
South 8°09'24" West a distance of 66.73 feet to Corner No. 9; thence  
North 66°44' East a distance of 28.54 feet to Corner No. 10; thence  
South 22°11' East a distance of 77.72 feet to Corner No. 11; thence  
North 66°44' East a distance of 46.02 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence  
South 45°49' West a distance of 1009.63 feet to Corner No. 1 a steel pin; thence  
South 22°11' East a distance of 77.72 feet to Corner No. 2; thence  
South 66°44' West a distance of 46.02 feet to Corner No. 3; thence  
North 22°11' West a distance of 77.72 feet to Corner No. 4; thence  
North 66°44' East a distance of 46.02 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence  
South 45°49' West a distance of 1009.63 feet to Corner No. 1 a steel pin; thence  
South 66°44' West a distance of 74.56 feet to Corner No. 2; thence



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North 8°09'24" East a distance of 66.63 feet to Corner No. 3; thence

South 58°16' East a distance of 69.42 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°55' West a distance of 969.93 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 42.63 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 42.63 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 40°49'23" West a distance of 1002.75 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 42.63 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 42.63 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State

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of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 46°27'22" West a distance of 872.81 feet to a corner of adjacent lot, a steel pin; thence  
South 66°44' West a distance of 40.73 feet to Corner No. 1 a steel pin, the place of beginning;  
thence

South 22°11' East a distance of 30.00 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 30.00 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°00'30" West a distance of 932.85 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 37°49'19" West a distance of 966.97 feet to Corner No. 1 a steel pin, the place of beginning; thence

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South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 40°46' West a distance of 823.25 feet to Corner No. 1 a steel pin, the place of beginnng;  
thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.64 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 39.64 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°55'20" West a distance of 859.07 feet to Corner No. 1 a steel pin, the place of  
beginnng; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 20.00 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 20.00 feet to Corner No. 1, the place of beginning.

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**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South  $36^{\circ}09'20''$  West a distance of 861.39 feet to Corner No. 1 a steel pin, the place of beginning; thence

South  $22^{\circ}11'$  East a distance of 26.49 feet to Corner No. 2; thence

South  $66^{\circ}44'$  West a distance of 69.64 feet to Corner No. 3; thence

North  $22^{\circ}11'$  West a distance of 70.40 feet to Corner No. 4; thence

North  $66^{\circ}44'$  East a distance of 10.00 feet to Corner No. 5; thence

South  $22^{\circ}11'$  East a distance of 44.00 feet to Corner No. 6; thence

North  $66^{\circ}44'$  East a distance of 59.64 feet to Corner No. 1, the place of beginning.

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of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 39°36'44" West a distance of 790.495 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

North 66°44' East a distance of 41.05 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

South 66°44' East a distance of 41.05 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°39'30" West a distance of 719.31 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 40.14 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 40.14 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 65°52'53" West a distance of 820.97 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 14°30' East a distance of 100.89 feet to Corner No. 2; thence

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South 64°46'50" West a distance of 127.78 feet to a point; thence

Norh 1°48'57" East, 15.00 feet to Corner No. 3; thence

North 12°47' West a distance of 98.35 feet to Corner No. 4; thence

North 69°44' East a distance of 119.00 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lots 12 and 13 and in the Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 85°46'00" West a distance of 123.86 feet to Corner No. 2; thence

South 4°40'00" East a distance of 106.12 feet to Corner No. 3; thence

South 10°15'00" East a distance of 107.37 feet to Corner No. 4; thence

North 79°18'00" East a distance of 100.34 feet to Corner No. 5; thence

North 10°57'00" West a distance of 65.51 feet to Corner No. 6; thence

North 5°38'00" East a distance of 157.50 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lots 12 and 13 and in the Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 55°25'50" West a distance of 1222.92 feet to Corner No. 1 a steel pin, the place of beginng; thence

North 8°30'30" West a distance of 113.05 feet to Corner No. 2; thence

South 32°06'00" West a distance of 129.67 feet to Corner No. 3; thence

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South 88°38'00" East a distance of 85.67 feet to Corner No. 1, the place of beginning.

Together with a tract of land described as follows: From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 55°25'50" West a distance of 1222.92 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 3°56' West a distance of 106.39 feet to Corner No. 2; thence

South 19°50' East a distance of 77.28 feet to Corner No. 3; thence

South 57°38' West a distance of 25.19 feet to Corner No. 4, a point on the North railway line of the Union Pacific Railroad; thence

North 45°52' West along said North railway line a distance of 148.52 feet to Corner No. 5; thence

North 2°07' East a distance of 85.55 feet to Corner No. 6; thence

South 88°38'00" East a distance of 85.67 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°30'11" East a distance of 1268.59 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 43°05'30" East a distance of 156.59 feet to Corner No. 2; thence

South 46°54'30" West a distance of 73.61 feet to Corner No. 3; thence

North 43°05'30" West a distance of 112.96 feet to Corner No. 4, a point on the North right of

North 19°18'30" West a distance of 47.53 feet to Corner No. 5; thence

North 46°54'30" East a distance of 54.44 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

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A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

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From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°31'50" West a distance of 1284.98 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 43°05'30" East a distance of 58.25 feet to Corner No. 2; thence

South 50°55'30" West a distance of 72.65 feet to Corner No. 3; thence

North 43°56' West a distance of 53.17 feet to Corner No. 4, a point on the North right of way line of the Northern Pacific Railroad, an iron pin; thence

North 46°54'30" East a distance of 73.61 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 34°58'28" West a distance of 1295.81 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 43°05'30" East a distance of 62.70 feet to Corner No. 2; thence

South 10°40' East a distance of 73.07 feet to Corner No. 3; thence

South 34°24' West a distance of 17.19 feet to Corner No. 4, a point on the North right of way line of the Northern Pacific Railroad, an iron pin; thence

North 56°26'30" West a distance of 59.78 feet along said right of way to Corner No. 5, an iron pin; thence

North 46°58'30" West a distance of 74.73 feet along said right of way to Corner No. 6, an iron pin; thence

North 50°55'30" East a distance of 72.56 feet to Corner No. 1, the place of beginning.

**ALSO EXCEPT:**



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A tract of land situated in Lot 10, Section 24, Township 17 North, Range 14 East, T17N R14E

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shown of record as 203.32 feet to a point; thence

North 63°59'00" East along the West line of said parcel formerly conveyed a distance of 331.05 feet to the Southwest corner of said parcel previously conveyed; thence

North 26°10'00" West along the North line of parcel previously conveyed a distance of 39.63 feet; thence

South 70°04'04" West a distance of 278.25 feet to a point; thence

North 87°07'51" West a distance of 97.30 feet to a point; thence

South 05°15'36" West a distance of 150.00 feet to a point; thence

South 58°30'22" East a distance of 108.34 feet to the point of beginning.

**ALSO EXCEPT:**

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 7 of the Village of Mullan Townsite, which is a concrete monument; thence

South 54°55' East a distance of 158.64 feet along the South boundary of Block A and along Line 7-6 of the Village of Mullan Townsite to a point; thence

South 39°07'30" West a distance of 100.36 feet to Corner No. 1 a steel pin, a point on the North side of Mill Road, the place of beginning; thence

South 39°07'30" West a distance of 60.64 feet to Corner No. 2; thence

South 53°50'30" West a distance of 279.02 feet to Corner No. 3; thence

South 69°44'00" West a distance of 553.05 feet to Corner No. 4; thence

North 0°03' East along the line between Government Lots 12 and 13 and 5 and 6, a distance of 203.32 feet to Corner No. 5; thence

North 63°59' East a distance of 650.34 feet to a point and Corner No. 13, the Southeast corner of a privately owned tract previously deeded to Harold Durfee; thence

North 26°01' West a distance of 58.71 feet to a point and Corner No. 14, an iron pin, the Northeast corner of said Durfee tract; thence

North 80°23'30" East a distance of 123.19 feet to a point, Corner No. 15, an iron pin; thence